

THE HONORABLE BARBARA J. ROTHSTEIN

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

MARTIN LUTHER KING, JR.  
COUNTY, et al.,

Plaintiffs,

vs.

SCOTT TURNER in his official capacity  
as Secretary of the U.S. Department of  
Housing and Urban Development, et al.,

Defendants.

No. 2:25-cv-00814-BJR

ORDER GRANTING PLAINTIFFS'  
SECOND MOTION FOR  
PRELIMINARY INJUNCTION

[PROPOSED]

This matter came before the Court on the moving Plaintiffs' combined Second Motion for Temporary Restraining Order and Preliminary Injunction ("Motion").<sup>1</sup> Having considered the

<sup>1</sup> The moving Plaintiffs as to the portion of the Motion seeking a preliminary injunction as to the CoC Conditions, as further defined below, are: City of Cambridge ("Cambridge"), King County Regional Homelessness Authority ("KCRHA"), Metropolitan Government of Nashville & Davidson County ("Nashville"), City of Pasadena ("Pasadena"), Pima County, City of San José ("San José"), Santa Monica Housing Authority ("Santa Monica HA"), and City of Tucson ("Tucson") (collectively, "HUD Plaintiffs"). The moving Plaintiffs as to the portion of the Motion seeking a preliminary injunction as to the DOT Grant Conditions, as further defined below, are: City of Bend ("Bend"), City of Boston ("Boston"), City of Chicago ("Chicago"), City of Columbus ("Columbus"), City of Culver City ("Culver City"), City of Denver ("Denver"), Intercity Transit, Martin Luther King, Jr. County ("King County"), City of Minneapolis ("Minneapolis"), Nashville, City of New York ("NYC"), Pierce County, Pima County, City of Pittsburgh ("Pittsburgh"), Port of Seattle ("Seattle"), City of Portland ("Portland"), City and County of San Francisco ("San Francisco"), San José, County of Santa Clara ("Santa Clara"), City of Santa Monica ("Santa Monica"), Snohomish County, County of Sonoma ("Sonoma County"), Central Puget Sound Regional Transit Authority ("Sound Transit"), San Francisco County Transportation Authority ("SFCTA"), Treasure Island Mobility Management Agency ("TIMMA"), Tucson, and City of

1 briefs and declarations submitted in support of and in opposition to the Motion, the briefs and  
 2 declarations submitted in support of and in opposition to the original Plaintiffs' Motion for  
 3 Temporary Restraining Order and Motion for Preliminary Injunction, and the other pleadings and  
 4 papers filed in this action, the Court makes the following Findings of Fact and Conclusions of Law  
 5 with respect to the portion of the Motion seeking a preliminary injunction.  
 6

## 7 **I. FINDINGS OF FACT**

### 8 **A. Continuum of Care Grant Conditions**

9 1. The HUD Plaintiffs rely on federal funding from the Continuum of Care (CoC)  
 10 program established by Congress to provide critical services to individuals and families  
 11 experiencing homelessness, including rapid rehousing, permanent supportive housing, and other  
 12 services.  
 13

14 2. In July 2024, Defendant U.S. Department of Housing and Urban Development  
 15 (HUD) posted a biennial Notice of Funding Opportunity (NOFO), inviting applications from local  
 16 coalitions, known as "Continuums," for CoC funding. None of the conditions challenged here were  
 17 included in the NOFO. After reviewing applications, HUD conditionally awarded the HUD  
 18 Plaintiffs and their Continuums hundreds of millions of dollars in CoC grants in Fiscal Year 2024.  
 19 Relying on these awards, the HUD Plaintiffs have already committed, and in some cases expended,  
 20 millions of dollars for homelessness assistance services.  
 21

22 3. In March 2025, HUD began presenting the HUD Plaintiffs with CoC grant  
 23 agreements ("CoC Agreements") containing grant conditions ("CoC Grant Conditions") that were  
 24 not included in the NOFO or authorized by any statute or regulation, specifically:  
 25

26 \_\_\_\_\_  
 27 Wilsonville ("Wilsonville") (collectively, "DOT Plaintiffs" and, together with HUD Plaintiffs,  
 "Plaintiffs").

- 1           a. The CoC Agreements state that “[t]his Agreement, the Recipient’s use of funds  
2           provided under this Agreement . . . , and the Recipient’s operation of projects  
3           assisted with Grant Funds” are “governed by” not only certain specified  
4           statutes, rules, and grant-related documents, but also by “all current Executive  
5           Orders . . . .”  
6
- 7           b. The CoC Agreements require the recipient to certify “it does not operate any  
8           programs that violate any applicable Federal anti-discrimination laws,  
9           including Title VI of the Civil Rights Act of 1964.” The CoC Agreements also  
10          require the recipient to agree that “its compliance in all respects with all  
11          applicable Federal anti-discrimination laws is material to the U.S.  
12          Government’s payment decisions” for purposes of the False Claims Act (FCA),  
13          31 U.S.C. §§ 3729 et seq. President Donald J. Trump, HUD, and other agencies  
14          have confirmed their agenda is to prohibit policies or programs promoting  
15          inclusion for people of all races, ethnicities, national origins, sexes, gender  
16          identities, or sexual orientations through the guise of enforcing federal  
17          nondiscrimination law.  
18
- 19          c. The CoC Agreements provide that “[n]o state or unit of general local  
20          government that receives funding under this grant may use that funding in a  
21          manner that by design or effect facilitates the subsidization or promotion of  
22          illegal immigration or abets policies that seek to shield illegal aliens from  
23          deportation.”  
24
- 25          d. The CoC Agreements further require the recipient to comply with “applicable  
26          requirements that HUD, the Attorney General, or the U.S. Center for  
27

Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, other Executive Orders or immigration laws.”

e. The CoC Agreements also provide:

Subject to the exceptions provided by [the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (PRWORA)], the recipient must use [the Systematic Alien Verification for Entitlements (SAVE) system], or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.

f. The CoC Agreements require the recipient to agree it “shall not use grant funds to promote ‘gender ideology,’ as defined in [Executive Order] 14168.”

g. The CoC Agreements prohibit the recipient from using grant funds “to fund or promote elective abortions, as required by [Executive Order] 14182, Enforcing the Hyde Amendment.”

4. On May 7, 2025, this Court entered a temporary restraining order (TRO) enjoining Defendants HUD and Scott Turner from, among other things, imposing or enforcing the CoC Grant Conditions, rescinding or canceling the CoC Agreements or withholding funds based on such conditions, or requiring any “certification” or representation related to the those conditions with respect to the Plaintiffs who joined the initial TRO motion.<sup>2</sup> On May 21, 2025, this Court extended the TRO. The TRO served, in part, to prevent imminent and irreparable harms that those Plaintiffs faced from having to choose between accepting conditions that are likely unlawful or losing hundreds of millions of dollars in federal grant funding, including funding they had already

<sup>2</sup> Plaintiffs King County, Pierce County, Snohomish County, San Francisco, Santa Clara, Boston, and NYC joined the first Motion for TRO as to the CoC Grant Conditions. *See* Dkt. # 5.

1 budgeted and were committed to spending and that was necessary to serve vulnerable residents.

2 5. On May 21, 2025, Plaintiffs filed an Amended Complaint that, among other things,  
3 named additional Plaintiffs including the HUD Plaintiffs. The HUD Plaintiffs assert the same  
4 claims and allege materially similar harms with respect to the CoC Grant Conditions.

5 6. For similar reasons to those stated in this Court's May 7 TRO (Dkt. # 52), the HUD  
6 Plaintiffs face immediate and irreparable harms during the pendency of this litigation absent a  
7 preliminary injunction. The HUD Plaintiffs have an immediate need to receive CoC funds to  
8 sustain ongoing programs and services and are faced with the choice of losing these funds or  
9 accepting conditions that are likely unlawful. The HUD Plaintiffs have begun budgeting, planning,  
10 and contracting with service providers, some of whom are already incurring costs and expect  
11 reimbursement; households reliant on private rentals are at risk of eviction if there is even a short-  
12 term interruption of rent payments covered by CoC funds; and the interruption of funds could  
13 threaten the operation of supportive housing. Ultimately, any delay or loss of funding would result  
14 in disruption of services and cause irreparable damage to individuals' lives. For example:

- 17 a. Without CoC funding, over 200 individuals in Cambridge would potentially  
18 lose their housing and access to critical supportive services, and the loss of  
19 supportive housing capacity would further strain Cambridge's emergency  
20 shelter system.
- 21 b. KCRHA supports 1,381 households with CoC-funded transitional housing  
22 rapid rehousing, and other related programs. The loss of these funds would lead  
23 inevitably to the loss of housing for many of these vulnerable households and,  
24 in some instances, their returning to homelessness.
- 25 c. Similarly, a loss of CoC funding would place 850 Tucson residents enrolled in  
26  
27

1           supportive housing programs at immediate risk of displacement—a  
2           contingency Tucson has already had to account for by, among other things,  
3           operating permanent supportive housing programs below full capacity.

4           **B.     The DOT Grant Conditions**

5           7.     The DOT Plaintiffs have billions of dollars in appropriated funds through grant  
6           programs administered by the U.S. Department of Transportation (DOT), including DOT acting  
7           through its operating administrations the Federal Highway Administration (FHWA), Federal  
8           Aviation Administration (FAA), Federal Railroad Administration (FRA), and Federal Transit  
9           Administration (FTA) (collectively, the “DOT OAs,” and together with Defendants DOT, Sean  
10          Duffy, Tariq Bokhari, Gloria M. Shepherd, Chris Rocheleau, and Drew Feeley, the “DOT  
11          Defendants”).  
12

13          8.     On April 24, 2025, DOT Secretary Sean Duffy issued a letter to “all recipients” of  
14          DOT grant funding announcing, among other things, a DOT “policy” to impose certain conditions  
15          on all DOT funding, including grants administered by DOT and the DOT OAs. In particular,  
16          Secretary Duffy’s letter states that grant recipients’ “legal obligations require cooperation  
17          generally with Federal authorities in the enforcement of Federal law, including cooperating with  
18          and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and  
19          components of the Department of Homeland Security in the enforcement of Federal immigration  
20          law.” It also states that DOT interprets federal anti-discrimination law to presumptively prohibit  
21          “any policy, program, or activity that is premised on a prohibited classification, including  
22          discriminatory policies or practices designed to achieve so-called ‘diversity, equity, and inclusion’  
23          . . . goals.” Finally, the letter states that “DOT recipients are prohibited from engaging in  
24          discriminatory actions in their own policies, programs, and activities.”  
25  
26  
27

9. Pursuant to the policy set forth in Secretary Duffy's letter, the DOT Defendants began attaching new conditions related to immigration enforcement, executive orders, and diversity, equity, and inclusion (DEI) to DOT-funded grants.

10. For instance, several DOT Plaintiffs were previously awarded FTA funds pursuant to programs codified in title 49, chapter 53 of the U.S. Code. These funds were awarded without any of the conditions challenged here.

11. On April 25, 2025, FTA issued a revised Master Agreement, which applies to FTA grants awarded to the DOT Plaintiffs. The new Master Agreement contains the following new conditions ("FTA Grant Conditions"):

a. The FTA Master Agreement requires the recipient to "agree[] to comply with all applicable federal requirements and follow applicable federal guidance."

The Master Agreement defines "Federal Requirement" to include "[a]n applicable federal law, regulation, or executive order."

b. The FTA Master Agreement provides:

(1) Pursuant to section (3)(b)(iv)(A) [of Executive Order 14173], the Recipient agrees that its compliance in all respects with all applicable Federal antidiscrimination laws is material to the government's payment decisions for purposes of [the FCA].

(2) Pursuant to section (3)(b)(iv)(B) [of Executive Order 14173], by entering into this Agreement, the Recipient certifies that it does not operate any programs promoting [DEI] initiatives that violate any applicable Federal anti-discrimination laws.

While FTA grants have long required compliance with nondiscrimination laws, DOT has confirmed its intent to enforce a sweeping interpretation of these conditions inconsistent with statutory text and current court interpretations of the Federal antidiscrimination laws.

1 c. The FTA Master Agreement also provides:

2 The Recipient . . . will cooperate with Federal officials in the  
3 enforcement of Federal law, including cooperating with and not  
4 impeding U.S. Immigration and Customs Enforcement (ICE) and  
5 other Federal offices and components of the Department of  
6 Homeland Security in the enforcement of Federal immigration law.

7 12. This Court’s initial TRO enjoined Defendants DOT, FTA, Sean Duffy, and Mathew  
8 Welbes from, among other things, imposing or enforcing the FTA Grant Conditions, rescinding or  
9 canceling FTA funds or withholding funds based on such conditions, or requiring any  
10 “certification” or representation related to the those conditions as to Plaintiff King County—the  
11 sole Plaintiff to initially seek preliminary relief from the FTA Grant Conditions. This aspect of the  
12 TRO served, in part, to prevent immediate and irreparable harms that King County faced from  
13 having to choose between accepting likely unlawful conditions or losing hundreds of millions in  
14 FTA funding.

15 13. In recent weeks, DOT and the remaining DOT OAs have attached substantially  
16 similar conditions to numerous other DOT grants. These include programs administered by  
17 FHWA, such as the Safe Streets and Roads for All (SS4A) program, the Federal Highway-Aid  
18 Program, the Bridge Investment Program, the Culvert Aquatic Organism Passage Program, and  
19 the Advanced Transportation Technology and Innovation (ATTAIN) program; programs  
20 administered by FAA, such as the Airport Infrastructure Grants (AIG) program; programs  
21 administered by the FRA, such as the Railroad Crossing Elimination (RCE) Grant Program; and  
22 programs administered directly by DOT, such as the Strengthening Mobility and Revolutionizing  
23 Transportation (SMART) discretionary grant program. Moreover, Defendants Duffy, DOT, and  
24 the DOT OAs have made clear that these conditions will now appear in all DOT grants going  
25 forward.  
26  
27



1           14. DOT and the remaining DOT OAs have provided grant agreements governing grant  
2 programs that contain substantially the same three conditions as in the FTA Master Agreement  
3 (collectively and together with the FTA Grant Conditions, the “DOT Grant Conditions”):

4           a. First, the DOT Defendants have imposed a discrimination condition (“DOT  
5 Discrimination Condition”) that requires grant recipients, “[p]ursuant to  
6 Section (3)(b)(iv), Executive Order 14173” to agree that “its compliance in all  
7 respects with all applicable Federal antidiscrimination laws is material to the  
8 government’s payment decisions for purposes of [the False Claims Act],” and  
9 that “it does not operate any programs promoting [DEI] initiatives that violate  
10 any applicable Federal anti-discrimination laws.”

11           b. Second, the DOT Defendants have imposed an immigration enforcement  
12 condition (“DOT Immigration Enforcement Condition”) that requires recipients  
13 to “cooperate with Federal officials in the enforcement of Federal law,  
14 including cooperating with and not impeding U.S. Immigration and Customs  
15 Enforcement (ICE) and other Federal offices and components of the  
16 Department of Homeland Security in the enforcement of Federal immigration  
17 law.”

18           c. Third, the DOT Defendants have imposed a condition (“DOT EO Condition”)  
19 that requires recipients to “comply with all applicable Federal laws, regulations,  
20 executive orders, policies, guidelines, and requirements as they relate to the  
21 application, acceptance, and use of Federal funds for this [grant]” and lists,  
22 among other things, Executive Orders 14168 (“Defending Women from Gender  
23 Ideology Extremism and Restoring Biological Truth to the Federal  
24  
25  
26  
27

Government”) and 14173 (“Ending Illegal Discrimination and Restoring Merit-Based Opportunity”), as well as two criminal immigration statutes (8 U.S.C. § 1324 and 8 U.S.C. § 1327) as “provisions” that are “applicable” to grant agreements.

15. For similar reasons to those stated in this Court’s May 7 TRO (Dkt. # 52), the DOT Plaintiffs face immediate and irreparable harms during the pendency of this litigation absent a preliminary injunction. Any delay or loss of DOT funding would force the DOT Plaintiffs to substantially curtail existing and planned transportation safety and other improvement operations, including enhancing pedestrian safety, conducting airport safety and resiliency improvements, maintaining and replacing a range of transit vehicles, and implementing advanced transportation technology. In some cases, the DOT Plaintiffs need to draw down grant awards immediately or else divert resources from other projects or services and face significant project delays. The loss of DOT funding would require the DOT Plaintiffs to fundamentally rework their longstanding financial plans and procedures, capital project delivery processes, and service delivery models in ways that could have significant impacts on their missions, employees, and constituents. Given the significance of the impacts, the uncertainty surrounding continued DOT funding is already causing the DOT Plaintiffs harm. To give just a few examples:

- a. A loss of FHWA funding would require Nashville to immediately delay, and ultimately postpone indefinitely, pedestrian and driver safety improvements to Nolensville Pike, a major thoroughfare that has experienced scores of fatalities in recent years. Such a delay or postponement would result in increased safety risks to Nashville residents and likely additional traffic accidents and fatalities.
- b. San Francisco Municipal Transit Agency (SFMTA) is relying on \$94.8 million

1 in formula grants from FTA to replace legacy light rail vehicles that are at the  
2 end of their useful lives. Even the possibility of being unable to execute this  
3 grant is undermining SFMTA's ability to plan for the completion of this project,  
4 which is already under contract, as replacing the remaining vehicles would  
5 require diverting resources from other necessary work.

6  
7 c. A loss of FAA funding would force King County to indefinitely postpone grant-  
8 funded projects that are already underway at King County International Airport,  
9 including rehabilitation of its secondary runway and taxiway, which, according  
10 to the FAA, are currently out of compliance with FAA requirements.  
11 Postponing or canceling these projects would lead to continued deterioration of  
12 airport infrastructure.

13  
14 d. San José and other stakeholders have already invested substantial time and  
15 resources into a project to install traffic signals in reliance on \$1.2 million in  
16 FRA funds. A loss of FRA funding would force San José to divert funds from  
17 other critical work to keep the project afloat because canceling the project  
18 would entail losing all of San José's existing investment in the project,  
19 including \$381,956 in reimbursements San José has paid to Union Pacific. San  
20 José has no alternative sources of funding available.

21  
22 e. Finally, uncertainty as to the availability of already-awarded DOT funds is  
23 negatively impacting plans Minneapolis developed for a DOT SMART grant  
24 project to create digital tools to better manage curb space. Loss of DOT  
25 SMART funds would require eliminating the project, resulting in worsened  
26 safety risks, deterioration of air quality, and inefficiencies due to increasing  
27

1 competition for limited curb space related to rideshares, food-delivery services,  
 2 e-commerce, and parking demands. Without clarity as to the availability of  
 3 funds, Minneapolis has had to delay hiring personnel and purchasing equipment  
 4 needed to complete the project.

## 5 II. CONCLUSIONS OF LAW

6  
 7 1. The Court has jurisdiction over Defendants and the subject matter of this action.  
 8 Plaintiffs' claims are not subject to the Tucker Act because the sources of their asserted rights are  
 9 the U.S. Constitution and statutes, including the Separation of Powers doctrine, the Spending  
 10 Clause, the Tenth Amendment, and the Administrative Procedure Act (APA). Moreover, the type  
 11 of relief Plaintiffs seek is declaratory and injunctive, precisely the kind of relief that is generally  
 12 not available in the Court of Federal Claims. *See Doe v. Tenet*, 329 F.3d 1135, 1141 (9th Cir.  
 13 2003).

14  
 15 2. The Court deems no security bond is required under Rule 65(c).

16 3. Plaintiffs have standing to bring this suit. "A loss of funds promised under federal  
 17 law satisfies Article III's standing requirement." *City & Cnty. of S.F. v. Trump* ("San Francisco"),  
 18 897 F.3d 1225, 1235 (9th Cir. 2018); *see also Dep't of Commerce v. New York*, 588 U.S. 752, 767  
 19 (2019). Here, Plaintiffs have been awarded or conditionally awarded federal grant funds that they  
 20 could lose unless they accept unlawful conditions that would dictate how they govern on matters  
 21 of public concern. This imminent loss of funds or infringement of rights is traceable to the  
 22 conditions at issue and redressable by an order barring their enforcement. *See Clapper v. Amnesty*  
 23 *Int'l USA*, 568 U.S. 398, 409 (2013) (cleaned up).

24  
 25 4. To obtain a preliminary injunction, the moving Plaintiffs must establish (1) they  
 26 are likely to succeed on the merits; (2) irreparable harm is likely in the absence of preliminary  
 27

1 relief; (3) the balance of equities tips in their favor; and (4) an injunction is in the public interest.  
 2 *Winter v. Nat. Res. Def. Council, Inc.*, 555 U.S. 7, 20 (2008); Fed. R. Civ. P. 65(b)(1).

3 5. There is a strong likelihood that the HUD Plaintiffs will succeed on the merits of  
 4 their claims that the CoC Grant Conditions violate (1) the Constitution's separation of powers  
 5 doctrine, *San Francisco*, 897 F.3d at 1234; (2) the Spending Clause, *S. Dakota v. Dole*, 483 U.S.  
 6 203, 207–08 (1987); (3) the Tenth Amendment, *Nat'l Fed'n of Indep. Bus. v. Sebelius* ("NFIB"),  
 7 567 U.S. 519, 577–78 (2012); and (4) the APA, 5 U.S.C. § 706(2).  
 8

9 6. There is a strong likelihood that the DOT Plaintiffs will succeed on the merits of  
 10 their claims that the DOT Grant Conditions violate (1) the Constitution's separation of powers  
 11 doctrine, *San Francisco*, 897 F.3d at 1234; (2) the Spending Clause, *Dole*, 483 U.S. at 207–08; (3)  
 12 the Tenth Amendment, *NFIB*, 567 U.S. at 577–78; and (4) the APA, 5 U.S.C. § 706(2).  
 13

14 7. The HUD Plaintiffs and the DOT Plaintiffs have also shown that they are likely to  
 15 suffer irreparable harm during the pendency of litigation in the absence of a preliminary injunction.

16 8. The balance of equities tips toward the HUD Plaintiffs and the DOT Plaintiffs and  
 17 the public interest strongly weighs in favor of entering a preliminary injunction.

### 18 III. ORDER

19 It is now, therefore, ORDERED as follows:

20 1. Plaintiffs' Second Motion for Preliminary Injunction is GRANTED;

21 2. HUD and its officers, agents, servants, employees, and attorneys, and any other  
 22 persons who are in active concert or participation with them (collectively "Enjoined HUD  
 23 Parties"), are enjoined from (1) imposing or enforcing the CoC Grant Conditions, as defined in the  
 24 Motion, or any materially similar terms or conditions with respect to any CoC funds awarded to  
 25 the HUD Plaintiffs or members of their Continuums; (2) as to the HUD Plaintiffs, rescinding,  
 26  
 27

1 withholding, or cancelling any CoC Grant Agreements, or pausing, freezing, impeding, blocking,  
2 cancelling, terminating, delaying, withholding, or conditioning CoC funds, based on such terms or  
3 conditions; or (3) requiring the HUD Plaintiffs to make any “certification” or other representation  
4 related to compliance with such terms or conditions;

5  
6 3. The Enjoined HUD Parties shall immediately treat any actions taken to implement  
7 or enforce the CoC Grant Conditions or any materially similar terms or conditions as to the HUD  
8 Plaintiffs or their Continuums, including any delays or withholding of funds based on such  
9 conditions, as null, void, and rescinded, and may not retroactively apply such conditions to grant  
10 agreements executed during the effective period of this preliminary injunction. The Enjoined HUD  
11 Parties shall immediately take every step necessary to effectuate this order, including clearing any  
12 administrative, operational, or technical hurdles to implementation;

13  
14 4. DOT, the DOT OAs, and their officers, agents, servants, employees, and attorneys,  
15 and any other persons who are in active concert or participation with them (collectively “Enjoined  
16 DOT Parties”), are enjoined from (1) imposing or enforcing the DOT Grant Conditions, as defined  
17 in the Motion, or any materially similar terms or conditions to any DOT funds awarded, directly  
18 or indirectly, to the DOT Plaintiffs or their subrecipients; (2) as to the DOT Plaintiffs or their  
19 subrecipients, rescinding, withholding, or cancelling the DOT grant awards, or pausing, freezing,  
20 impeding, blocking, canceling, terminating, delaying, withholding, or conditioning DOT funds,  
21 based on such terms or conditions; or (3) requiring the DOT Plaintiffs or their subrecipients to  
22 make any “certification” or other representation related to compliance with such terms or  
23 conditions;  
24

25 5. The Enjoined DOT Parties shall immediately treat any actions taken to implement  
26 or enforce the DOT Grant Conditions or any materially similar terms or conditions as to DOT  
27

1 funds awarded, directly or indirectly, to the DOT Plaintiffs or their subrecipients, including any  
2 delays or withholding of funds based on such conditions, as null, void, and rescinded, and may not  
3 retroactively apply such conditions to grant agreements executed during the effective period of  
4 this preliminary injunction. The Enjoined DOT Parties shall immediately take every step necessary  
5 to effectuate this order, including clearing any administrative, operational, or technical hurdles to  
6 implementation;  
7

8 6. Defendants' counsel shall provide written notice of this Order to all Defendants and  
9 agencies and their employees by the end of the second day after issuance of this Order;

10 7. By the end of the second day after issuance of this Order, the Defendants SHALL  
11 FILE on the Court's electronic docket and serve upon Plaintiffs a Status Report documenting the  
12 actions that they have taken to comply with this Order, including a copy of the notice and an  
13 explanation as to whom the notice was sent;  
14

15 8. This order remains in effect pending further orders from this Court.

16 Dated this \_\_\_\_ day of \_\_\_\_\_, 2025.  
17

18  
19 HONORABLE BARBARA J. ROTHSTEIN  
20

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ORDER GRANTING PLAINTIFFS' MOTION FOR  
PRELIMINARY INJUNCTION - 19  
No. 2:25-cv-00814-BJR

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